

REMARKS**Overview**

Claim 1-24 are pending in this application. Claim 1 has been amended. Claims 15-24 are new. The present response is an earnest effort to place all claims in proper form for immediate allowance. Reconsideration and passage to issuance is therefore respectfully requested.

Corrections

Claim 1 has been amended for clarity and without limiting scope.

Issues Under 35 U.S.C. § 102

Claims 1-2, 4-7 and 9-14 have been rejected under 35 U.S.C. § 102(b) as being anticipated by www.pricewatch.com (hereinafter pricewatch). This rejection is respectfully traversed.

It is respectfully submitted that the Examiner is either misinterpreting the reference or misconstruing the claim language. In particular, the Examiner indicates that pricewatch teaches a cart transfer for transferring the product purchase selections from the first website to a shopping cart of a second website, referencing screen shots (d) and (e). The Examiner indicates that upon selection of a "buy now" link the consumer is brought to a second website (Merchant: New Technology Computers, Inc.) and the information on the product is transmitted to the second website and put into a shopping cart, as illustrated by screen shot (e).

Claim 1 explicitly requires "a cart transfer for transferring the product purchase selections from the first website to a shopping cart of a second website." Pricewatch does not disclose this cart transfer. In particular, although one or more product selections can be grouped on the

pricewatch website, and a product can be selected, this product purchase selection does not provide for transferring the product purchase selection from the first website to a shopping cart of a second website. As shown in screen shot (d) when a user of pricewatch selects a product, the user is merely taken to a different website with information on the selected product. The information on the product on the second website is not placed within a cart on the second website. Thus, there is no cart transfer. This is apparent in screen shot (d) as there is a separate "order" button in order to purchase the item and place it in a shopping cart on the second website. Thus, the website relied upon by the Examiner merely discloses that a product selected on one website can be linked to a selection of the same product on a second website. The second website does not automatically place the product within a shopping cart without further involvement of the user. Thus, it is not "a cart transfer" as claimed. It is hoped that the Examiner fully understands this significant distinction which makes the prior art remote. The Examiner is also directed to the Problems In The Art portion of the specification, which also distinguish web sites such as pricewatch, which merely provide "linkouts" to other web sites (specification, page 2, line 15 to page 4, line 4).

As claims 2, 4-7 and 9 depend from claim 1, it is respectfully submitted these rejections must also be withdrawn.

With respect to independent claim 10, it is observed that claim 10 explicitly requires "transferring the product purchase selections from the first shopping cart to a second shopping cart on the customer website." It is respectfully submitted that pricewatch does not disclose this limitation. In particular, the Examiner does not indicate what the Examiner even considers to be the "first shopping cart". Therefore, it is respectfully submitted that this rejection must be withdrawn. As claims 11-14 depend from claim 10, these rejections must also be withdrawn.

Issues Under 35 U.S.C. § 103

Claim 3 has been rejected under 35 U.S.C. § 103(a) as being unpatentable over www.DeWalt.com (DeWalt) in view of www.pricewatch.com (pricewatch). As neither pricewatch nor DeWalt disclose the "cart transfer" of claim 1, this rejection must be withdrawn. The Applicant notes that the Examiner already recognizes that DeWalt fails to teach a cart transfer.

With respect to claim 9, claim 9 is rejected under 35 U.S.C. § 103(a) as being unpatentable over pricewatch in view of the Microsoft Computer Dictionary. In particular, the Examiner recognizes that pricewatch does not teach the cart transfer using an xml transfer. The Examiner merely relies upon the Microsoft Computer Dictionary to teach the existence of xml. Neither pricewatch nor the Microsoft Computer Dictionary disclose a cart transfer, let alone a cart transfer implemented in xml. Therefore this rejection must be withdrawn. In fact, the Examiner's alleged cart transfer of pricewatch would appear to require a manual process. There is nothing to indicate that anything other than a mere link is used. Therefore, it is respectfully submitted that this rejection to claim 9 must be withdrawn for this independent reason as well.

New Claims

Claims 15-24 are new. Support for these new claims should be apparent from the specification and drawings. No new matter has been added.

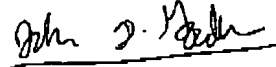
Conclusion

Please charge Deposit Account No. 26-0084 the amount of \$1,000.00 for 4 new independent claims over 3 (\$800), and 4 new claims over 20 (\$200). No fees or extensions of time are believed to be due in connection with this amendment; however, consider this a request

for any extension inadvertently omitted, and charge any additional fees to Deposit Account No. 26-0084.

Reconsideration and allowance is respectfully requested.

Respectfully submitted,



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